

**Exhibit B**

**First Set of Document Requests of Cortland Capital Market Services LLC, as  
Administrative Agent, and Solus Alternative Asset Management LP to  
U.S. Bank National Association, As Bond Trustee**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

	X	
	:	
<i>In re</i>	:	
	:	PROMESA
THE FINANCIAL OVERSIGHT AND	:	Title III
MANAGEMENT BOARD FOR PUERTO RICO,	:	
	:	
as representative of	:	Case No. 17-BK-3283 (LTS)
	:	
THE COMMONWEALTH OF PUERTO RICO,	:	(Jointly Administered)
<i>et al.</i> , <sup>1</sup>	:	
	:	
Debtors.	:	

	X	
	:	
<i>In re</i>	:	
	:	PROMESA
THE FINANCIAL OVERSIGHT AND	:	Title III
MANAGEMENT BOARD FOR PUERTO RICO,	:	
	:	
as representative of	:	Case No. 17-BK-04780 (LTS)
	:	
PUERTO RICO ELECTRIC POWER	:	
AUTHORITY (PREPA),	:	
	:	
Debtor.	:	

**FIRST SET OF DOCUMENT REQUESTS OF CORTLAND  
CAPITAL MARKET SERVICES LLC, AS ADMINISTRATIVE AGENT,  
AND SOLUS ALTERNATIVE ASSET MANAGEMENT LP TO  
U.S. BANK NATIONAL ASSOCIATION, AS BOND TRUSTEE**

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<sup>1</sup> The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

Cortland Capital Market Services LLC (“Cortland”), as administrative agent<sup>2</sup> for lenders under that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank, and the lenders party thereto, and SOLA LTD, Solus Opportunities Fund 5 LP, Ultra Master LTD, and Ultra NB LLC (collectively, “Solus”), as lenders to PREPA under a certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, made applicable herein by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (collectively, the “Bankruptcy Rules”) and section 310 of the Puerto Rico Oversight, Management, and Economic Stability Act, hereby request that U.S. Bank National Association, solely in its capacity as Bond trustee, respond to the following requests for production of documents and electronically stored information (individually, a “Document Request” and, collectively, the “Document Requests”) by May 29, 2019 and produce all responsive documents by June 20, 2019. These Document Requests are made without prejudice to, or waiver of, any right to further discovery.

These Document Requests relate to the *Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Dkt. No. 1235] (the “Settlement Motion”).<sup>3</sup>

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<sup>2</sup> Effective May 17, 2019, Cortland replaced Scotiabank de Puerto Rico (“Scotiabank”) as administrative agent for lenders under the Scotiabank Credit Agreement.

<sup>3</sup> Capitalized terms not defined have the same meanings as in the Settlement Motion. Unless otherwise indicated, all “Dkt. No.” references are to case number 17-BK-04780 (the PREPA docket).

## I. DEFINITIONS

1. “All” and “all” shall be construed as “any or all” or “each and all,” as the context requires, so that each Document Request shall be construed broadly, rather than narrowly, to bring within the scope of each Document Request all responses that might otherwise be construed to be outside its scope.

2. “And,” “and” and “or” shall be construed either disjunctively or conjunctively, as the context requires, so that each Document Request shall be construed broadly, rather than narrowly, to bring within the scope of each Document Request all responses that might otherwise be construed to be outside its scope.

3. “Bonds” has the meaning given in the RSA (as defined in the Settlement Motion).

4. “Capital Improvement Fund” has the meaning given to it in the Trust Agreement.

5. “Citibank Credit Agreement” means that certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., as amended and supplemented.

6. “Communication” means every manner of communication, disclosure or exchange, and every communication, disclosure or exchange, of information, whether orally or by document, or whether face-to-face, by telephone, telegram, mail, e-mail, personal delivery, electronically, facsimile, text message, or otherwise.

7. “Construction Fund” has the meaning given to it in the Trust Agreement.

8. “Current Expenses” has the meaning given in the Trust Agreement.

9. “Document” or “documents” means anything within the scope of Federal Rule of Evidence 1001 or Federal Rule of Civil Procedure 34, including the original, drafts, revisions, and nonidentical copies of any written, typed, printed, recorded, magnetic, graphic, or other form

of memorialization or communication, and also including all electronically stored information, internal memoranda, papers, books, letters, electronic mail, facsimiles, instant messages, text messages, calendars, appointment books, schedules, telegrams, correspondence, reports, agreements, contracts, leases, recordings, notations, or memorials of telephone conversations or meetings or conferences, interoffice communications, or work papers, as well as any data, information, or statistics contained within any storage module, backup tape, disc, or other memory device, or other information retrievable from storage systems, including computer generated reports and printouts, however produced or reproduced, of every kind and description, in every format in which they appear.

10. “Fuel Line Loans” means the Citibank Credit Agreement and the Scotiabank Credit Agreement and any loans or advances made to PREPA pursuant to either agreement.

11. “General Fund” has the meaning given to it in the Trust Agreement.

12. “General Reserve Fund” has the meaning given to it in the Trust Agreement.

13. “Including” or “including” means including without limitation.

14. “Person” or “persons” means all entities, including individuals, associations, companies, partnerships, joint ventures, corporations, trusts, estates, agencies, or governmental entities. Where a person other than an individual is involved (*e.g.*, a corporation, partnership, governmental entity, or agency), “person” or “persons” includes all individuals acting or purporting to act on behalf of the person.

15. “Petition Date” means July 3, 2017.

16. “PREPA” means the Puerto Rico Electric Power Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Ankura Consulting Group, LLC, Greenberg Traurig,

LP, Norton Rose Fulbright US LLP, and O'Melveny & Meyers, LP), and all other persons acting or purporting to act on any of their behalf.

17. "PREPA Board" has the meaning given to it in the Trust Agreement.
18. "Relate to," "relate to" or "relating to" means constituting, containing, embodying, comprising, reflecting on, identifying, stating, referring to, dealing with, commenting on, responding to, describing, involving, pertaining to, concerning, or evidencing.
19. "Renewal and Replacement Fund" has the meaning given to it in the Trust Agreement.
20. "Reserve Maintenance Fund" has the meaning given to it in the Trust Agreement.
21. "Revenue Fund" has the meaning given to it in the Trust Agreement.
22. "Scotiabank Credit Agreement" means that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank and the lenders party thereto, as amended and supplemented.
23. "Self-insurance Fund" has the meaning given to it in the Trust Agreement.
24. "Sinking Fund" has the meaning given to it in the Trust Agreement.
25. "Subordinate Obligations Fund" has the meaning given to it in the Trust Agreement.
26. "Trust Agreement" means that certain trust agreement, dated as of January 1, 1974, among Puerto Rico Water Resources Authority and First National City Bank, as Trustee, as amended and supplemented. All section references to the Trust Agreement are to the version of the Trust Agreement as amended and supplemented through August 1, 2011.
27. "U.S. Bank" means U.S. Bank National Association, in its capacity as trustee under the Trust Agreement, and (in that capacity only) any of its successors, predecessors,

subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Maslon LLP and Rivera, Tulla and Ferrer, LLC), and all other persons acting or purporting to act on any of their behalf.

28. “You” or “your” or any form of these words means U.S. Bank, and any of each of its successors, predecessors, subsidiaries, parents, affiliates, joint ventures, former or present directors, officers, employees, agents, representatives or professionals, and all other persons acting or purporting to act on any of their behalf Maslon LLP and Rivera, Tulla and Ferrer, LLC).

29. The use of the singular form of any word includes the plural and vice versa. The feminine includes the masculine and neuter genders and vice versa. The past tense includes the present tense where the clear meaning is not distorted by the change of tense.

30. The name of any person or professional firm refers also to that person or professional firm’s successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives, employees or professionals, and all other persons or entities acting or purporting to act on any of their behalf.

## **II. INSTRUCTIONS**

A. In responding to these Document Requests, you are required to produce all responsive documents within your possession, custody, or control, as well as all other responsive documents that are currently possessed or controlled by you, by your present or former attorneys, agents, professionals, employees, officers, directors or managers, advisors, representatives, or by any other legal entities controlled by or affiliated with you.

B. These Document Requests are ongoing and continuing in nature. Any responsive documents received or identified by you after the date of your initial response must be produced pursuant to these Document Requests.

C. If an objection to any Document Request is made, such objection must be made in writing and must describe in detail the legal and factual basis for such objection, and must identify the specific Document Request and language within such Document Request to which the objection is made.

D. Electronically stored information must be produced in accordance with the following instructions:

1. Images. Responsive Documents shall be produced in image format, with searchable text load files that are compatible with standard litigation support software, including Relativity, Concordance, and IPRO. The images shall be either black and white, single-page, 300 DPI, Group IV .tiff images or color .jpg images. Images for documents created with office or personal productivity software (*e.g.*, word-processing documents, spreadsheets, presentations, databases, charts, and graphs) shall include tracked changes, comments, hidden rows, columns or worksheets, speakers notes, and any other similar content that can be made visible within the application.
2. Load File. The load file shall include for each Document, to the extent practicable, information identifying the custodian file, group shared file, or other source from which the Document was obtained. For any Documents that have been globally de-duplicated, the custodian field shall include or shall be updated to include all custodians who had a copy of the Document before de-duplication. For each individual Document based on an electronic file, the load file shall, to the extent practicable, contain the path to the corresponding text that is extracted from the electronic file, not generated as an OCR file from the .tiff image(s).
  - a. In addition to the foregoing, for all email, the load file shall also include, to the extent practicable, header information including: (1) the individual(s) to whom the communication was directed ("To"); (2) the author of the e-mail communication ("From"); (3) all individuals who were copied ("cc") and/or blind copied ("bcc") on the communication; (4) the subject line of the communication ("Re" or "Subject"); and (5) the date and time sent.



- b. For each Document, the load file shall also contain: (1) the beginning Bates number (referring to the first page of the Document); (2) the ending Bates number (referring to the last page of the Document); and in the case of emails with attachments, (3) the beginning attachment range number(s) and (4) the ending attachment range number(s), where the “attachment range” records the relationship of emails to their attachments. The attachment range should be recorded from the first page of the first Document in the attachment range, to the last page of the last Document in the attachment range.
3. Native Files. In addition, all Documents whose native format is that of a Microsoft Excel file (or other electronic spreadsheet file) shall be produced with a single-page placeholder (Group IV .tiff image) indicating that the file is a spreadsheet and shall be produced in native format, including the logical formulae within the cells of the spreadsheet and any metadata contained in the file. The right to demand production of any other responsive Documents in their native format (including all metadata) is expressly reserved.
4. Metadata. Load files shall contain the following metadata fields:
  - PRODBEG,
  - PRODEND,
  - PRODBEGATTACH,
  - PRODENDATTACH,
  - EMAIL\_DATE,
  - EMAIL\_TIME,
  - FROM,
  - TO,
  - CC,
  - BCC,
  - SUBJECT,
  - CUSTODIAN,
  - MD5 HASH,
  - FILENAME,
  - FILE\_PATH (path to any native files being produced), and
  - TEXT PRECEDENCE (path to text of file being produced).

E. All documents produced shall be organized and labeled to correspond with the requests in these Document Requests or shall be produced as they are kept in the ordinary course of business.

F. All documents produced shall be produced in their entirety notwithstanding the fact that portions thereof may contain information not requested. All interim as well as final versions or drafts of the documents shall be produced, and all versions or copies that are not identical to the original or another produced copy, whether due to handwritten notations, modifications, changes, amendments, revisions, or otherwise, shall be produced.

G. For any document or other requested information no longer in existence and for which there is some record of its existence or destruction, identify the document or other information, and state how, when, and why it passed out of existence or cannot be located.

H. If any of the documents or information requested is claimed to be immune from discovery on the grounds of privilege or other exemption, then identify the purported privilege or exemption claimed, state the basis for the privilege or exemption asserted, and describe the information alleged to be privileged in detail sufficient to determine if the privilege has been properly invoked, as and to the extent required by Federal Rule of Civil Procedure 26(b)(5), made applicable by Bankruptcy Rule 9014.

### **III. REQUESTS FOR PRODUCTION OF DOCUMENTS<sup>4</sup>**

Please produce the following to the offices of Kauff Laton Miller, LLP, 950 Third Avenue, New York, New York 10022 (Attn: Scott D. Laton) or in such other manner as shall be mutually agreed:

1. All executed versions of the Trust Agreement, including all amendments and supplements thereto.

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<sup>4</sup> Cortland and Solus will coordinate with U.S. Bank to avoid or limit duplication between the Documents produced by U.S. Bank and those produced by the Financial Oversight and Management Board for Puerto Rico, PREPA, or the Puerto Rico Fiscal Agency and Financial Authority.

2. All resolutions of the PREPA Board authorizing the issuance of any Bonds that are currently outstanding, including all exhibits and schedules to such resolutions.
3. All “Official Statements,” “Offering Memoranda” or similar offering documents issued in connection with any issuance of any Bonds that are currently outstanding.
4. All Communications, since May 4, 2012, with any other person or entity relating to the Fuel Line Loans, including all such Communications relating to the Current Expense treatment or priority status of the Fuel Line Loans.
5. Documents showing whether U.S. Bank had or has control — as of the Petition Date or at present — over any of the following:
  - a. the General Fund;
  - b. the Revenue Fund;
  - c. the Sinking Fund (including any account within the Sinking Fund);
  - d. the Reserve Maintenance Fund;
  - e. the Self-insurance Fund;
  - f. the Capital Improvement Fund;
  - g. the Subordinate Obligations Fund;
  - h. the Renewal and Replacement Fund;
  - i. the Construction Fund; and
  - j. the General Reserve Fund.

The response to this request should include any Documents showing the location of such funds or accounts (*i.e.* the bank) and any account control agreements or other similar agreements relating to such funds or accounts.

6. Documents sufficient to show the amount and series of all Bonds currently outstanding.

Dated: May 22, 2019

/s/ Scott D. Laton

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*Conflicts Counsel for Cortland Capital  
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*Conflicts Counsel for SOLA LTD,  
Solus Opportunities Fund 5 LP, Ultra  
Master LTD, and Ultra NB LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 22, 2019, a true and correct copy of the *First Set of Document Requests of Cortland Capital Market Services LLC, as Administrative Agent, and Solus Alternative Asset Management LP to U.S. Bank National Association, as Bond Trustee* was served by electronic mail on the following: clark.whitmore@maslon.com; bill.pentelovitch@maslon.com; john.duffy@maslon.com; jason.reed@maslon.com; etulla@riveratulla.com; and icabrera@riveratulla.com.

Dated: May 22, 2019

/s/ Scott D. Laton  
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*Conflicts Counsel for Cortland Capital Market  
Services LLC, as Administrative Agent*

*and*

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Ultra NB LLC*